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PRECEDENT OF THE
TTAB

7 November 2008

UNITED STATES PATENT AND TRADEMARK OFFICE

Trademark Trial and Appeal Board

In re Internet Auto Rent & Sales

Serial No. 76516353

Bonnie Drinkwater, Esq. for Internet Auto Rent & Sales.

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Before Hairston, Drost, and Kuhlke, Administrative
Trademark Judges.

Opinion by Drost, Administrative Trademark Judge:

On May 22, 2003, applicant Internet Auto Rent & Sales
(a Nevada corporation) applied to register the term
INTERNET AUTO RENT & SALES (in typed or standard character
form) on the Principal Register for services ultimately
identified as:

Retail store services featuring new and used vehicles
in class 35

Leasing and rental of new and used vehicles in class
39

Ser. No. 76516353

The application (Serial No. 76516353) identifies the dates of first use anywhere and in commerce of both classes as November 1996. In its response dated November 30, 2004, applicant amended the application to seek registration under the provision of Section 2(f) of the Trademark Act. 15 U.S.C. § 1052(f).¹ Applicant also disclaimed the terms "Auto Rent & Sales." On May 31, 2007, applicant submitted an amendment to seek registration on the Supplemental Register. In response to the amendment to the Supplemental Register, the examining attorney refused registration on the ground that the term is generic and continued her refusals to register on the grounds that the mark was merely descriptive and that applicant had not established that the mark had acquired distinctiveness. 15 U.S.C. §§ 1052(e) and (f) and 1091.

After the refusals were made final, applicant appealed to this board.

The examining attorney argues that the "issues to be considered in this appeal are: 1) whether the mark is generic under Trademark Act Section 23, 2) whether the mark has acquired distinctiveness under Trademark Act Section

¹ "Applicant believes that the mark is suggestive, not merely descriptive. However, even if the mark is found to be merely descriptive, the Applicant believes that the proposed mark has acquired distinctiveness..." Response dated November 30, 2004 at 2.

2(f), and 3) whether the mark is descriptive under Section 2(e)(1)." Brief at unnumbered p. 3. Applicant agrees that the same three issues are on appeal. Therefore, we will treat applicant's amendment to the Supplemental Register as a conditional amendment to the Supplemental Register in the event that we determine that its mark is merely descriptive and that applicant's showing of acquired distinctiveness is insufficient.

Descriptiveness

To be merely descriptive, a mark must immediately convey "knowledge of a quality, feature, function, or characteristic of the goods or services." *In re Bayer Aktiengesellschaft*, 488 F.3d 960, 82 USPQ2d 1828, 1831 (Fed. Cir. 2007). See also *In re Quik-Print Copy Shops, Inc.*, 616 F.2d 523, 205 USPQ 505, 507 (CCPA 1980). Also, a merely descriptive term need only describe a single significant quality, property, or characteristic of the goods or services. *In re Gyulay*, 820 F.2d 1216, 3 USPQ2d 1009, 1009 (Fed. Cir. 1987); *Meehanite Metal Corp. v. International Nickel Co.*, 262 F.2d 806, 120 USPQ 293, 294 (CCPA 1959). Mere descriptiveness is not determined in the abstract but rather in relation to the relevant goods or services. *In re Abcor Development Corp.*, 588 F.2d 811, 200

USPQ 215, 218 (CCPA 1978). See also *Bayer*, 82 USPQ2d at 1831.

When we view the mark INTERNET AUTO RENT & SALES for services involving leasing and renting vehicles and retail store services featuring vehicles in view of the evidence discussed below, we conclude that applicant's mark is merely descriptive of these services. Applicant's website (www.internet-auto.com) provides pages for "Browse Inventory," "Get Approved," "Quick Quote," "Pre-Owned Inventory," "Auto Locator," and "Second Chance Financing." The page (emphasis added) advises customers: "Please come in and talk to our friendly sales staff about getting into the car, truck or SUV you want at the price you want. You can also call us toll-free at 1-800-410-XXXX, or fill in one of our Quick Quote Request Forms on any vehicle you are interested in. You can also fill out our credit application online to save some time." At the "Internet Specials" page, there appears a list of vehicles with a photo of the vehicle and vehicle information such as "2001 Lexus LS 430 Sedan 4D V8 4.3 liter RWD 5-Spd Auto Overdrive" along with the color, stock number and price. The page also advises potential customers to "Select a vehicle to get a rapid quote." On the "Auto Locator" page, customers are asked: "Want us to find what you want? Try

Auto Locator. It's fast, it's easy, and the service is free!" Another page has a coupon that says: "Get an additional \$100 off your already low Internet price." Customers "must ask for the Internet Department." These website pages convince us that applicant is underestimating its Internet presence when it argues that the "only action taken by the Applicant on the Internet is advertising." Reply Brief at 2. Applicant is providing price quotes, locating vehicles, and beginning the financing process on the Internet. Therefore, the term "Internet" is at least merely descriptive of applicant's services that utilize the Internet.

Next, we look at what the term "Internet Auto Sales" means in the context of applicant's vehicle sales services. Applicant argues that the "key components of the mark, the 'RENT' and 'SALES' of vehicles, are not consummated on the Internet." Supp. Br. at 5. Indeed, the term "Internet auto sales" could mean that automobiles are bought over the Internet like a book or a ticket to a sporting event and then shipped directly to the purchasers.² However, perhaps

² There is some question as to whether selling automobiles directly online would be permitted in some states. See *Ford Motor Co. v. Texas Dept. of Transportation*, 264 F.3d 493 (5th Cir. 2001) (Ford's challenge to Texas complaint directed against Ford's Internet sales of vehicles dismissed). See also www.jtexconsumerlaw.com ("The site carsdirect.com was forced to

because of the size of vehicles and the complexity and cost of purchasing a vehicle, the term "Internet auto sales" has a more general meaning. For example, an article (emphasis added in these articles) about CarsDirect.com explains that: "The CarsDirect site is structured as an online car dealer, just as Amazon.com is an online bookstore. Other *Internet auto sales* sites, by contrast, generally refer customers to existing dealers." *Los Angeles Times*, May 18, 1999. The "Internet auto sales" sites that refer customers to what applicant describes as "brick and mortar car lots" (Supp. Br. at 5) to complete the transactions were nonetheless identified as being "Internet auto sales." Another article describes a program of Ford Motor Company that "will expand their efforts to make Ford a leader in *Internet auto sales* with an online program that allows a customer to select, price and order a car directly from dealerships." *Austin American-Statesman*, August 29, 2000. Applicant's website similarly permits customers to select a specific vehicle and get a quote from the dealer. Also, an article at www.dealix.com entitled "Women Internet Sales Professionals - Why Dealerships Need Them" contains the following discussion about Internet auto sales.

cease its operations in Texas in the fall of 1999 after threats from the Texas Department of Transportation").

I love *Internet auto sales*. It's the job I wished for all my life. It's fast paced, different everyday, and I learn new things all the time. It's a great opportunity for women...

One of the things I take real pride in is putting someone in their first car. I always make sure I get a picture of them before they drive away.

Fredericksburg Kia, Virginia

The same article refers to individuals with the title of "Internet Sales Manager" at such dealers as All American Ford, Hackensack, NJ; South Oak Dodge, Matteson, IL; and Family Hyundai, Tinley Park, IL. Another Internet Sales Manager at Perillo BMW in Chicago, Illinois, describes how if "you don't want to be judged by different rules, you can't play by different rules. Dive into the dusty warehouse, find that car, and change those plates." These excerpts suggest that brick-and-mortar car dealers conduct Internet Auto Sales or Internet Sales and those terms would be the name of a feature of their services.

The following articles (emphasis added) show the widespread use of the term "Internet Auto Sales" to refer to various types of services involving the sale of automobiles over the Internet.³

³ The examining attorney has submitted several pages of Google search results apparently to demonstrate the number of times the search engine found the result indicated. (Brief at 7). However, the information in those pages is so abbreviated as to be entitled to very little weight. *Bayer*, 82 USPQ2d at 1833 ("Search engine results—which provide little context to discern

GM began selling cars on the Web after taking a 60 percent stake in an *Internet auto sales* company in September 2001.

Automotive News, October 13, 2003

Here are the eight great myths of *Internet auto sales*, says Bob Briscoe, CEO of CarsDirect.com in Culver City, Calif.

Automotive News, November 26, 2001

Police say Wibben attached a trailer to a pickup truck and drove from his Fort Meyer home to Plant City. An arrest affidavit says he shot a couple who owned an *Internet auto sales* business.

Wibben, the affidavit says, then reached into the desk - where 26-year-old Heather Kaiser sat dead - and grabbed the title and keys for a 1995 Mitsubishi.

Tampa Tribune, May 8, 2005

AutoNation has moved heavily into *Internet auto sales* where revenue is expected to be \$1.75 billion in 2001, up from \$1 billion in 1999.

USA Today, August 30, 2001

A veteran of a short-lived *Internet auto sales* business is hunched in front of a computer screen, scanning the job listings.

St. Petersburg Times, July 2, 2001

The automaker said previously it was considering buying into an *Internet auto sales* company or starting its own to offer cars from all automakers as away to draw a wider swath of online shoppers.

New York Times, February 3, 2001

how a term is actually used on the webpage that can be accessed through the search result link—may be insufficient to determine the nature of the use of a term or the relevance of the search results to registration considerations"). Any relevance that the number of hits these searches may have returned is questionable because many of these results can at best be described as gibberish. See, e.g., Google results dated 6/30/2005 at 9:09:37 p.m. ("internet auto rental and sales pennsylvania nursing home negligence," "internet auto rental and sales weather jaco2c costa rica spain soccer team world cup" and "school mississippi internet auto rental and sales adult singles ads").

AutoBytel.com, an Irvine-based *Internet auto sales* referral site, in Thursday reported fourth-quarter losses of \$3.25 million...

Orange County Register, January 26, 2001

Despite the resistance to *Internet auto sales*, it won't take much for the dam to break.

Detroit News, January 14, 2000

Starting this spring, 700 auto dealers who listed used cars on Reynolds and Reynolds *Internet auto sales* site, dubbed Dealer.Net (www.dealernet.com), will be able to list them as well on Microsoft's *Internet auto* site, called Car Point.

Dayton Daily News, January 29, 1997

The examining attorney also included evidence that vehicles are rented on the Internet and that vehicles are sold and rented by the same establishments. See www.orbitz.com (website that, inter alia, arranges car rentals); www.womensresourcedirectory.com ("Automobile rental and sales in the Tacoma and Puyallup areas"); and www.fyauto.com ("AVIS Car Rental of Lexington Kentucky. We offer automobile rental and sales to the bluegrass region of Kentucky").⁴

⁴ We have given the examining attorney's evidence that for some purposes there is a category referred to as "Automobile Rental and Sales" little weight. The examining attorney argues that this evidence "proves that automobile rental and sales establishments use INTERNET in rent and sales transactions" (Brief at 7-8). However, the fact that the *Times of the Islands* publication indicates that its "areas of distribution include ... Automobile rental and sales establishments" (www.timesoftheislands.com) and that www.valleymetro.org lists "Business categories listings" as including a category "Automobile Rental and Sales" does not show that these services are provided by the same entities or that they even use the term "Internet."

Applicant argues that "the term 'INTERNET' has multiple meanings" and the mark "is subject to multiple connotations based on the fact that the mark implies that the Applicant's rental and sales services are provided through the Internet when in fact they are not." Supp. Br. at 10. Indeed, applicant argues that "Internet" "is a completely random term that holds no more significance in relation to Applicant's rental and sales services than the terms 'SMITH'S' or 'ESSENTIAL' would hold if used with such services." Brief at 8. We do not view that the term "Internet," when used in association with applicant's identified services, would have multiple meanings. The term "Internet" has a well-recognized meaning.⁵ *America Online Inc. v. AT&T Corp.*, 243 F.3d 812, 57 USPQ2d 1902, 1909 (4th Cir. 2001) ("The words 'Internet,' 'pixel,' 'chip,' 'software,' 'byte,' or 'e-mail' might well have become marks distinguishing one entrepreneur's product or service from all other electronic networks, screen density aspects, transistorized components, sets of computer commands, groups of digital information, or electronic communications. Yet, because of pervasive use, these terms

⁵ "Internet" is defined as: "A matrix of networks that connects computers around the world." Office Action dated December 16, 2003.

have become generic"). See also *Interstate Net Bank v. NetBank, Inc.*, 221 F. Supp. 513 (D.N.J. 2002) (The "Fourth Circuit has deemed the word "internet" a generic term due to its pervasive use").

Applicant advertises on the Internet and it allows customers to browse its inventory online, to begin credit applications online, and to get quotes online. These customers will understand that the term "Internet" describes a key feature of its auto sales services, *i.e.*, that its retail vehicle services are available on the Internet even if the ultimate transaction is completed in the dealership. The additional word "rent" merely describes the fact that applicant also has vehicles available for rent. See *Washington Post* dated July 20, 2003 ("Priceline also sells rental cars, cruises and vacation packages"); *Times Union (Albany, NY)* dated February 20, 2003 ("Orbitz sells rental cars, lodging and vacation packages"); and *Chatanooga Times Free Press* dated September 12, 1999 ("Huizenga ..tried to sell his rental car business").

When we view the mark INTERNET AUTO RENT & SALES, we are convinced that the mark merely describes applicant's identified services inasmuch as applicant's services

include renting⁶ or selling automobiles and other vehicles through the use of the Internet. Therefore, applicant's mark is merely descriptive of its services. We add that even if some of applicant's vehicles can be purchased or rented without the use of the Internet, a mark is merely descriptive if it is descriptive of at least some services in the class for which applicant seeks registration. See *In re Pencils, Inc.*, 9 USPQ2d 1410, 1411 (TTAB 1988) ("We agree with applicant that the sale of pencils is not the central characteristic of applicant's services.

Nevertheless, pencils are significant stationery/office supply items that are typically sold in a store of applicant's type, that is, a stationery and office supply store. While applicant's stores may carry a variety of products, pencils are one of those products, and, thus, the term 'pencils' is merely descriptive as applied to retail stationery and office supply services"). Accord *In re CyberFinancial.Net Inc.*, 65 USPQ2d 1789, 1791 (TTAB 2002) ("[I]f applicant's mark BONDS.COM is generic as to part of the services applicant offers under its mark, the mark is unregistrable") and *In re Analog Devices Inc.*, 6 USPQ2d 1808, 1810 (TTAB 1988), *aff'd*, 10 USPQ2d 1879 (Fed. Cir.

⁶ Applicant's Class 39 services are not limited to retail stores and would include renting vehicles online.

1989) (unpublished) ("[R]egistration is properly refused if the subject matter for registration is descriptive of any of the goods for which registration is sought").

Acquired Distinctiveness

Next, we must consider whether applicant's mark has acquired distinctiveness. The Federal Circuit has summarized the process of considering the issue of acquired distinctiveness as follows:

In determining whether secondary meaning has been acquired, the Board may examine copying, advertising expenditures, sales success, length and exclusivity of use, unsolicited media coverage, and consumer studies (linking the name to a source). *Cicena Ltd. v. Columbia Telecomms Group*, 900 F.2d 1546, 1551, 14 USPQ2d 1401 (Fed. Cir. 1990). On this list, no single factor is determinative. A showing of secondary meaning need not consider each of these elements. Rather, the determination examines all of the circumstances involving the use of the mark. See *Thompson Med. Co., Inc. v. Pfizer Inc.*, 753 F.2d 208, 217, 225 USPQ 124 (Fed. Cir. 1985). Finally, the applicant's burden of showing acquired distinctiveness increases with the level of descriptiveness; a more descriptive term requires more evidence of secondary meaning. *In re Bongrain Intern. (Am.) Corp.*, 894 F.2d 1316, 1317, 13 USPQ2d 1727 (Fed. Cir. 1990) ("the greater the degree of descriptiveness the term has, the heavier the burden to prove it has attained secondary meaning").

In re Steelbuilding.com, 415 F.3d 1293, 75 USPQ2d 1420, 1424 (Fed. Cir. 2005) (USPQ cites added).

To meet its burden of showing that its mark has acquired distinctiveness, applicant has included a statement that it has made substantial and exclusive use of

the mark since November of 1996 and that it has spent more than \$1 million advertising its mark and services from 2003 to 2005 and that it has had tens of millions of dollars in sales each of those years. Applicant has also included photographs of its establishment as well as information about its television and radio commercials and information about the coverage of the television and radio stations in the Reno, Nevada, area on which it advertised. Applicant is also apparently associated "with 67 independent stores." www.internet-auto.com.

It has long been held that the fact that an applicant has used its mark for a long time does not necessarily establish that the mark has acquired distinctiveness. *In re Interstate Folding Box Co.*, 167 USPQ 241, 245 (TTAB 1970) ("We are not persuaded by this record that the term 'INNER-LINED' has become distinctive of applicant's goods and does in fact serve as an indication of origin for such goods. It may well be that applicant, by reason of its long and continuous use, has acquired a de facto secondary meaning in the term 'INNER-LINED' in the sense that some or even many people have come to associate 'INNER-LINED' with applicant; but this falls far short of establishing a propriety or a legal or de jure right therein necessary to support registration"). For a highly descriptive term,

five years use is not sufficient. *In re Gray Inc.*, 3 USPQ2d 1558, 1559 (TTAB 1987) ("[T]o support registration of PROTECTIVE EQUIPMENT [for burglar and fire alarms and burglar and fire alarm surveillance services] on the Principal Register a showing considerably stronger than a prima facie statement of five years' substantially exclusive use is required").

Furthermore, applicant's advertising and sales evidence "are not persuasive since there is no way of our determining whether these activities have had any impact on purchasers." *In re Kwik Lok Corp.*, 217 USPQ 1245, 1248 (TTAB 1983). Even if, as applicant implies, its sales have grown, "this may indicate the popularity of the product [or service] itself rather than recognition of the mark." *Bongrain*, 13 USPQ2d at 1729. See also *Target Brands Inc. v. Hughes*, 85 USPQ2d 1676, 1681 (TTAB 2007) ("The sales figures for 14 years, standing alone and without any context in the trade, are not so impressive as to elevate applicant's highly descriptive designation to the status of a distinctive mark"). In addition, "[b]ecause of long use, large sales and advertising, it may be assumed that some persons might recognize a mark as designating origin, but that alone is not enough." *In re Andes Candies Inc.*, 478 F.2d 1264, 178 USPQ 156, 158 (CCPA 1973).

Of equal significance, the record is completely devoid of direct evidence that the relevant classes of purchasers of applicant's services view LENS as a distinctive source indicator for applicant's services. Accordingly, even if the designation LENS were found to be not generic, but merely descriptive, given the highly descriptive nature of the designation LENS, we would need to see a great deal more evidence (especially in the form of direct evidence from customers) than what applicant has submitted in order to find that the designation has become distinctive of applicant's services.

In re Lens.com Inc., 83 USPQ2d 1444, 1448 (TTAB 2007).

While we have considered the evidence that applicant has been in business for approximately twelve years, that it has advertised its mark on radio and television, and that it has had several million dollars in sales, applicant's evidence does not establish that the mark has acquired distinctiveness. Applicant's mark is a highly descriptive term that would require more evidence than a less descriptive term. Applicant's evidence does not provide any details about the success of its advertising to show that the purchasing public has come to recognize applicant's term as a trademark/service mark for its services.

Genericness

The examining attorney argues that applicant's "mark is generic because it refers to a key ingredient of its services, namely, use of the INTERNET in the performance of

auto rental & sales." Brief at 5. "The critical issue in genericness cases is whether members of the relevant public primarily use or understand the term sought to be protected to refer to the genus of goods or services in question."

H. Marvin Ginn Corp. v. Int'l Association of Fire Chiefs, Inc., 782 F.2d 987, 228 USPQ 528, 530 (Fed. Cir. 1986).

The Federal Circuit went on to explain that:

Determining whether a mark is generic therefore involves a two-step inquiry: First, what is the genus of goods or services at issue? Second, is the term sought to be registered or retained on the register understood by the relevant public primarily to refer to that genus of goods or services?

Id.

Under *Marvin Ginn*, we must first determine what the genus of applicant's services are. Applicant's services are identified as retail store services featuring new and used vehicles and leasing and rental of new and used vehicles. We will accept these identifications as the genus of applicant's services.

"Next, we must determine the relevant public for applicant's goods." *In re Active Ankle Systems Inc.*, 83 USPQ2d 1532, 1536 (TTAB 2007). In this case, where applicant's term would be used with the services of selling, leasing, and renting new and used vehicles, the relevant public would be the general public.

The question now is whether members of the relevant public would understand the phrase INTERNET AUTO RENT & SALES to refer to that genus of the services. *Marvin Ginn*, 228 USPQ at 530. "Evidence of the public's understanding of the term may be obtained from any competent source, such as purchaser testimony, consumer surveys, listings in dictionaries, trade journals, newspapers, and other publications." *In re Merrill Lynch, Fenner and Smith Inc.*, 828 F.2d 1567, 4 USPQ2d 1141, 1143 (Fed. Cir. 1987).

While the examining attorney argues that applicant's mark is generic because it refers to a key feature of applicant's services, applicant maintains that the "only action taken by the Applicant on the Internet is advertising, which is not associated with the actual provision of services." Supp. Br. at 3. See also Reply Brief at 2. We have already discussed applicant's presence on the Internet. It is much more extensive than applicant argues and applicant acknowledges that the examining attorney's evidence from its website shows that "potential customers may search available vehicles, obtain price quotations, apply for credit, and obtain coupons online." Supp. Br. at 4. While applicant refers to these as "promotional activities [that] are a form of advertising and are utilized to draw customers into the retail centers"

(Reply Brief at 2), it is nonetheless clear that the Internet is an integral part of applicant's auto sales services.

However, the examining attorney has a difficult burden to establish that a mark is generic because the examining attorney must show that a term is generic by "clear evidence." *In re Merrill Lynch, Pierce, Fenner & Smith, Inc.*, 828 F.2d 1567, 4 USPQ2d 1141, 1143 (Fed. Cir. 1987). The term INTERNET AUTO RENT & SALES is a phrase and not a compound term. The Federal Circuit has also held that a failure to provide evidence that the public uses the phrase at issue to refer to the genus of the goods or services can result in the Office failing to satisfy its burden of proof. *In re American Fertility Society*, 188 F.3d 1341, 51 USPQ2d 1832 (Fed. Cir. 1999) (SOCIETY FOR REPRODUCTIVE MEDICINE held not generic for association services because there was no evidence of generic use of the term) and *In re Dial-A-Mattress Operating Corp.*, 240 F.3d 1341, 57 USPQ2d 1807, 1811 (Fed. Cir. 2001) ("There is no record evidence that the relevant public refers to the class of shop-at-home telephone mattress retailers as '1-888-M-A-T-R-E-S-S'").

In this case, there is ample evidence that the term "Internet Auto Sales" is a commonly used generic term that

refers to a service that sells automobiles on the Internet. However, applicant's mark is INTERNET AUTO RENT & SALES. We point out that except for some snippets from Google excerpts that are, at most, barely comprehensible, there is no evidence that the public has used this term. Furthermore, there is almost no evidence that the public has even used the term INTERNET AUTO RENT.⁷ *Steelbuilding*, 75 USPQ2d at 1423 ("That evidence shows that 'steel building' is generic, but does not address directly the composite term STEELBUILDING"). Our decision here is controlled by the *American Fertility* case. The Court held that: "The Board cannot simply cite definitions and generic uses of the constituent terms of a mark, or in this case, a phrase within the mark, in lieu of conducting an inquiry into the meaning of the disputed phrase as a whole to hold a mark, or a phrase within ... the mark, generic. In contrast to *Gould*, this is not a case where the PTO has clearly proven that the mark as a whole is no less generic than its constituents." 51 USPQ2d at 1836-37. The mark at

⁷ Again, this evidence consists of cryptic Google excerpts that may include trade name and trademark uses. See Google results dated 06/13/2005 07:17:35 AM ("Internet Auto Rental, 1-888-525-XXXX"; "enterprise rental car or we can Internet Auto Rental Turnover \$9.99"; "Internet Auto Rental Software by Thermeon"; "dubai expensive Car Rental car hire at Was Your Worst Internet Auto Rental Websites. 1800228XXXX"; and "Internet Auto Rental And Sales. Rental Cars for your every need.")

issue here is INTERNET AUTO RENT & SALES. The question is whether, when consumers encounter that term on vehicle leasing services and vehicle retail store services, they will view that term as the genus of these services. Based on the evidence of record, and resolving our doubts about genericness in applicant's favor, we must conclude that the examining attorney has not shown *by clear evidence* that the term INTERNET AUTO RENT & SALES is a generic term for the identified services. *In re DNI Holdings Ltd.*, 77 USPQ2d 1435, 1437 (TTAB 2005) ("Furthermore, doubt on the issue of genericness is resolved in favor of the applicant"). Therefore, we find that the term is registrable on the Supplemental Register.

Conclusion

Applicant's phrase INTERNET AUTO RENT & SALES is merely descriptive and applicant has not shown that its mark has acquired distinctiveness. Therefore, we affirm the refusals to register on these grounds. However, we reverse the refusal to register on the ground that the phrase is generic for the identified services.

Decision: The refusals to register on the grounds that the mark is merely descriptive and that applicant has not shown that the mark has acquired distinctiveness are affirmed. The refusal to register on the ground that the

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mark is generic is reversed. The application is deemed to be amended to the Supplemental Register and the mark will be registered on the Supplemental Register in due course.